

RECORDATION NO. 17623-A FILED

SEP 07 '10 -9 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

September 7, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Loan and Security Agreement, dated as of June 15, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan and Security Agreement previously filed with the Commission under Recordation Number 17623.

The name and address of the party to the enclosed document are:

Lender: Hitachi Credit America Corp.
777 West Putnam Avenue
Greenwich, CT 06830

[Borrower. IC Leasing Corporation I
1077 East Sahara Avenue
Las Vegas
Nevada 89193]

Section Chief
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A description of the railroad equipment covered by the enclosed document
is

44 locomotives IC 6100 - IC 6143.

A short summary of the document to appear in the index is:

Termination of Loan and Security Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/sem
Enclosures

(Hitachi / IC I)

SEP 07 '10 -9 00 AM

**TERMINATION OF LOAN AND SECURITY AGREEMENT
SURFACE TRANSPORTATION BOARD**

THIS TERMINATION OF LOAN AND SECURITY AGREEMENT is made as of June 15, 2010 by **Hitachi Capital America Corp.** (the "Lender").

WITNESSETH:

1. **Hitachi Credit America Corp.** (now known as the Lender) and **IC Leasing Corporation I** (the "Borrower") entered into a Loan and Security Agreement dated as of December 6, 1991 (the "Loan") whereby, among other things, the Borrower granted a security interest in the Collateral (as defined in the Loan) which included (i) the forty-four (44) SD40-2 diesel-electric locomotives marked **IC 6100 to IC 6143 inclusive** (the "Equipment") and (ii) the Lease (as defined below);
2. The Loan was filed at the Interstate Commerce Commission (predecessor to the Surface Transportation Board) ("STB") on December 11, 1991 at 11:15 A.M. with recordation number 17623;
3. Borrower and **Illinois Central Railroad Company** (the "Lessee") entered into a Railroad Locomotive Lease Agreement dated as of September 5, 1991, and Schedule 1 thereto dated September 5, 1991, (collectively, the "Lease") of the Equipment;
4. Such Railroad Locomotive Lease Agreement and such Schedule 1 were filed at the STB on December 12, 1991 at 1:50 P.M. and on December 18, 1991 at 3:05 P.M., respectively, and assigned recordation numbers 17625 and 17625-C, respectively;
5. Borrower and Lender entered into an Assignment of Lease and Agreement dated as of December 16, 1991 (the "Lease Assignment") whereby, among other things, the Lease was assigned to the Lender;
6. The Lease Assignment was filed at the STB on December 18, 1991 at 3:05 P.M. and assigned recordation number 17625-A;
7. Borrower, Lender and Lessee entered into an Acknowledgement and Notice of Assignment dated as of December 16, 1991 whereby, among other things, the Lessee acknowledged the Lease Assignment;
8. Such Acknowledgement and Notice of Assignment was filed at the STB on December 18, 1991 at 3:05 P.M. and assigned recordation number 17625-B; and
9. Borrower has performed all of its obligations under the Loan including, among other things, repayment in full of the Indebtedness (as defined in the Loan).

NOW THEREFORE, for good and valuable consideration, Lender agrees and acknowledges for the public record that (i) the Loan is terminated (except for such terms thereof which expressly survive termination), (ii) any security interest in the Collateral (including the Equipment) is hereby released and (iii) the assignment of the Lease pursuant to the Lease Assignment is terminated.

IN WITNESS WHEREOF, the Lender has caused this Termination of Loan and Security Agreement to be executed as of the date first above written.

HITACHI CAPITAL AMERICA CORP.,
Lender

By: 
Name: **James M. Gialmo**
Title: Vice President, Credit and Portfolio Administration

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, TO WIT:

On this 24th day of August, 2010 before me personally appeared, James M. Gialmo, to me personally known, who being by me duly sworn, says that he / she is a VP of Hitachi Capital America Corp., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he / she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My commission expires:

